



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office

Address: COMMISSIONER OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

NIC

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.
08/947,544	10/11/97	KENNEDY	B 020431.0326

LM02/0414

BAKER AND BOTTS
2001 ROSS AVENUE
DALLAS TX 75201-2980

EXAMINER

CAMPA, J

ART UNIT	PAPER NUMBER
----------	--------------

2765

3

DATE MAILED:

04/14/99

Please find below and/or attached an Office communication concerning this application or proceeding.

Commissioner of Patents and Trademarks

Office Action Summary

Application No.
08/947,544

Applicant(s)
Brian M. Kennedy, et al.

Examiner
John Campa

Group Art Unit
2765



☒ Responsive to communication(s) filed on Oct 11, 1997

☐ This action is **FINAL**.

☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11; 453 O.G. 213.

A shortened statutory period for response to this action is set to expire three month(s), or thirty days, whichever is longer, from the mailing date of this communication. Failure to respond within the period for response will cause the application to become abandoned. (35 U.S.C. § 133). Extensions of time may be obtained under the provisions of 37 CFR 1.136(a).

Disposition of Claims

☒ Claim(s) 1-20 is/are pending in the application.

Of the above, claim(s) _____ is/are withdrawn from consideration.

☐ Claim(s) _____ is/are allowed.

☒ Claim(s) 1-20 is/are rejected.

☐ Claim(s) _____ is/are objected to.

☐ Claims _____ are subject to restriction or election requirement.

Application Papers

☒ See the attached Notice of Draftsperson's Patent Drawing Review, PTO-948.

☐ The drawing(s) filed on _____ is/are objected to by the Examiner.

☐ The proposed drawing correction, filed on _____ is ☐ approved ☐ disapproved.

☒ The specification is objected to by the Examiner.

☒ The oath or declaration is objected to by the Examiner.

Priority under 35 U.S.C. § 119

☐ Acknowledgement is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d).

☐ All ☐ Some* ☐ None of the CERTIFIED copies of the priority documents have been
☐ received.

☐ received in Application No. (Series Code/Serial Number) _____.

☐ received in this national stage application from the International Bureau (PCT Rule 17.2(a)).

*Certified copies not received: _____

☐ Acknowledgement is made of a claim for domestic priority under 35 U.S.C. § 119(e).

Attachment(s)

☒ Notice of References Cited, PTO-892

☐ Information Disclosure Statement(s), PTO-1449, Paper No(s). _____

☐ Interview Summary, PTO-413

☒ Notice of Draftsperson's Patent Drawing Review, PTO-948

☐ Notice of Informal Patent Application, PTO-152

--- SEE OFFICE ACTION ON THE FOLLOWING PAGES ---

Art Unit: 2765

DETAILED ACTION

1. Claims 1-20 have been examined.
2. The following non-patent literature references appear listed in the specification:
- Page 4, lines 6-10, "Electronic Negotiation Through Internet-based Auctions," CITM Working Paper 96-WP-1019.

The text accompanying the references provides a short description which indicates that the listed reference is very relevant to the instant invention and claims, and thus the applicant should provide the office with a copy of the reference so that it may further be evaluated for relevance.

Applicant is **reminded** of their duty to disclose all information material to the patentability of the application. *See* 37 CFR 1.56.

Drawings

3. This application has been filed with informal drawings which are acceptable for examination purposes only. Formal drawings will be required when the application is allowed.

Oath/Declaration

4. The oath or declaration is defective. A new oath or declaration in compliance with 37 CFR 1.67(a) identifying this application by application number and filing date is required. *See* MPEP §§ 602.01 and 602.02.

The oath or declaration is defective because:

Although there are joint inventors, the oath or declaration only mentions a sole inventor.

Art Unit: 2765

Specification

5. The disclosure is objected to because of the following informalities: Page 12, line 8, "their" should be spelled "there." Further, examiner reminds applicant to update the related application data on page 22, line 11.

Appropriate correction is required.

Claim Objections

6. Claims 19 and 20 are objected to as failing to particularly point out and distinctly claim the subject matter which applicant regards as his invention. See 37 C.F.R. § 1.75(a) and M.P.E.P. § 608.01(I).

The examiner has made several assumptions at this point of the examination, especially as it relates to antecedent basis, that will be clear from reading the paragraphs concerning claim objections below. These assumptions concern the examiner's suggestions of alternative claim language which appear to add a clearer understanding to the claims. These assumptions are carried through the remainder of the examination of the claimed limitations. Applicant should inform the examiner in any response to this office action if any of these assumptions are incorrect and make appropriate changes to the claims.

Correction of the following is required:

Claim 19, line 6 recites the limitation "the exported data." Claim 19 is dependant upon claim 1 and there is no mention of the term "exported data" anywhere in claim 1. Examiner suggests either amending claim 1 so as to include a definition of the term "exported data" or

Art Unit: 2765

amending the dependency of claim 19 so as to be dependent upon claim 18 or 17 in order to have proper antecedent basis.

Claim 20, line 5 recites the limitation "the states including." The limitation should be modified to recite "the plurality of negotiation states including" in order to have proper antecedent basis.

Claim 20, line 9 recites the limitation "the group." The limitation should be modified to recite "a group" in order to have proper antecedent basis.

Claim 20, line 12 recites the limitation "the negotiation states." The limitation should be modified to recite "the plurality of negotiation states" in order to have proper antecedent basis.

Claim 20, line 13 recites the limitation "the action identified." The limitation should be modified to recite "the action selected from the group" in order to have proper antecedent basis.

Claim 20, lines 14-15 recite the limitation "the current state of the negotiation." The limitation should be modified to recite "a current state of a negotiation" in order to have proper antecedent basis.

Claim Rejections - 35 USC § 102

7. The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless --

(e) the invention was described in a patent granted on an application for patent by another filed in the United States before the invention thereof by the applicant for patent, or on an international application by another who has fulfilled the requirements of paragraphs (1), (2), and (4) of section 371© of this title before the invention thereof by the applicant for patent.

Art Unit: 2765

8. Claims 1-3, 6, 13-15 and 19 are rejected under 35 U.S.C. 102(e) as being anticipated by Walker et al., U.S. Patent No. 5,794,207.

As per claim 1, Walker et al. teach a computer implemented system for negotiation and tracking of sales of goods comprising: a computer system having a processor and memory (*see* figure 2, elements 205, 215 and 220); the computer system executing a software application that provides a negotiation engine (*see* figure 1, element 200); the negotiation engine operating to store data representing a current state of a negotiation between a seller and a buyer (*see* figure 2, element 250); the negotiation engine storing the data within a framework for representing aspects of the negotiation between a seller and a buyer (*see* figure 2, elements 250-299); the framework including a request object (*see* figure 2, element 265), a promise object (*see* column 22, lines 40-42, a seller responds to an offer by making a counter offer with modified and/or additional conditions) and an acceptance object that can store a current description of a contract (*see* figure 2, elements 250, 270 and 280); the negotiating engine allowing a user to monitor the current state of the negotiation over a range of prices, a range of dates, ranges of quantities of a set of goods and a range of configurations of the goods in the set (*see* column 13, lines 23-28, the conditional purchase offers are tracked including fields such as price, dates, status and other conditions).

Walker et al. do not explicitly teach a set of one or more delivery deals determined by the contract that each include a delivery request object, a delivery promise object, or a delivery acceptance object that can store associated item deals and time periods for delivery of item deals. However, these features are deemed to be inherent to the Walker et. al system. Although not

Art Unit: 2765

explicitly discussed in the Walker et al. reference, the system would be inoperative if it did not contain some type of data structure for storing the terms of a negotiated contract or 'deal.'

In order for the Walker et al. system to be able to form a legally binding contract between two willing and able parties, it necessarily would have to store the details of a deal such as when and where the buyer would like the items to be delivered (i.e., a delivery request object). In addition, some sort of a data structure that stores a seller's response to a buyer's offer (i.e., a delivery promise object) that could further store associated item deals and time periods for delivery of item deals would have had to have been employed by the system taught in the Walker et al. reference in order to make the determination of whether the original buyer's offer differed from the seller's counter-offer, as Walker et al. teaches it is indeed able to do. Further, a data structure that could store associated item deals and time periods for delivery of item deals in terms of a buyer's response to a seller's counter-offer (i.e., a delivery acceptance object) would be necessary in order for the Walker et al. system taught in the reference to be operative in terms of being able to inform a seller that his terms are accepted so as to consummate the 'deal' and create a binding contract.

Further, Walker et al. do not explicitly teach item deals each including an item request object, an item promise object, or an item acceptance object that can store individual sales-order line-items. However, these features are also deemed to be inherent to the Walker et. al system. Although not explicitly discussed in the Walker et al. reference, the system would be inoperative in terms of negotiating contracts for the sale and purchase of items if it did not contain data

Art Unit: 2765

structures capable of storing the terms of a negotiated contract or 'deal' specifically in regards to the particular items which are the subject matter of the contract. Without such information such as what type of items are being negotiated, the quantity, etc., a legally binding contract could not be effected by the system described in the Walker et al. system.

As per claim 2, Walker et al. teach a negotiation engine storing data representing the negotiation only at its current state (*see* column 17, lines 53-57, the conditional purchase offer database contains a record for each offer and includes a timestamp and a status field which has values such as "pending," "active," "expired" and "completed").

As per claim 3, Walker et al. teach a negotiation engine storing data representing the negotiation concurrently storing data representing the negotiation at request, promise and acceptance states (*see* figure 2, elements 265, 267 and 270).

As per claim 6, Walker et al. teach an acceptance object (*see* figure 2, element 270) that includes a plurality of fields (*see* column 13, lines 35-38, the seller response database containing fields such as seller name, date, etc.). Walker et al. fail to explicitly teach the acceptance object including the specific fields of delivery acceptances and accepted. However, these fields are deemed to be inherent to the Walker et al. system. The Walker et al. computer implemented system for negotiation and tracking of sales of goods would be inoperative in terms of procuring bound contracts between a buyer and a seller if the acceptance object did not contain some sort of field for indicating that the seller's response was to accept the buyer's offer and to deliver the items.

Art Unit: 2765

As per claim 13, Walker et al. teach the negotiation engine further operating to identify problem conditions responsive to fields of the request object, promise object and acceptance object reaching certain thresholds in relation to one another (*see* column 18, lines 44-55, the central controller searches all the conditional purchase offer database records for any problems during the contract negotiation).

As per claim 14, Walker et al. teach the negotiation engine further pinpointing errors in the negotiation (*see* column 18, lines 44-55, the central controller finds “expired” offers or expired time constraints on credit card payment validations).

As per claim 15, Walker et al. teach the negotiation engine further operating to provide resolution methods for each problem condition (*see* column 18, lines 44-55, if the central controller detects that the expired time constraints on credit card payment validations has lapsed then it will initiate contact with the credit card clearing house to re-validate the credit card).

As per claim 19, Walker et al. teach using exported data for effective calculation of available to promise product (*see* column 9, lines 5-17, potential sellers can view conditional purchase offers and examine each one to determine whether the offers are still available to accept).

Claim Rejections - 35 USC § 103

9. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are

Art Unit: 2765

such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

10. Claim 1 is rejected under 35 U.S.C. 103(a) as being unpatentable over Walker et al., U.S. Patent No. 5,794,207, in view of applicant's specification, page 26, lines 14-25 (admitted prior art).

As per claim 1, Walker et al. teach a computer implemented system for negotiation and tracking of sales of goods comprising: a computer system having a processor and memory (*see* figure 2, elements 205, 215 and 220); the computer system executing a software application that provides a negotiation engine (*see* figure 1, element 200); the negotiation engine operating to store data representing a current state of a negotiation between a seller and a buyer (*see* figure 2, element 250); the negotiation engine storing the data within a framework for representing aspects of the negotiation between a seller and a buyer (*see* figure 2, elements 250-299); the framework including a request object (*see* figure 2, element 265), a promise object (*see* column 22, lines 40-42, a seller responds to an offer by making a counter offer with modified and/or additional conditions) and an acceptance object that can store a current description of a contract (*see* figure 2, elements 250, 270 and 280); the negotiating engine allowing a user to monitor the current state of the negotiation over a range of prices, a range of dates, ranges of quantities of a set of goods and a range of configurations of the goods in the set (*see* column 13, lines 23-28, the conditional purchase offers are tracked including fields such as price, dates, status and other conditions).

Art Unit: 2765

Walker et al. do not explicitly teach a set of one or more delivery deals determined by the contract that each include a delivery request object, a delivery promise object, or a delivery acceptance object that can store associated item deals and time periods for delivery of item deals or item deals, each including an item request object, an item promise object, or an item acceptance object that can store individual sales-order line-items.

However, the admitted prior art teaches a set of one or more delivery deals determined by the contract that each include a delivery request object (*see* specification, page 26, line 14), a delivery promise object (*see* specification, page 26, lines 16-17), and a delivery acceptance object (*see* specification, page 26, line 23) that can store associated item deals and time periods for delivery of item deals (*see* specification, page 26, lines 19-21, these structures together implement what is traditionally called "Order Management" or "Demand Management.") and item deals each including an item request object (*see* specification, page 26, line 14), an item promise object (*see* specification, page 26, line 17), or an item acceptance object (*see* specification, page 26, line 24) that can store individual sales-order line-items.

It would have been obvious to one having ordinary skill in the business and computer arts at the time of applicant's invention to incorporate the teachings of the prior art into Walker et al.'s computer implemented system for negotiation and tracking of sales of goods to get the advantage of creating a framework for the formation of an agreement between two sides desirous of entering into a contract.

Art Unit: 2765

11. Claims 4, 5, 7-12, 16-18 and 20 are rejected under 35 U.S.C. 103(a) as being unpatentable over Walker et al., U.S. Patent No. 5,794,207, as applied to claim 1 above.

As per claim 4, Walker et al. teach the request object having all of the fields including delivery requests, delivery policy, accept by, date accepted and changeable (*see* column 13, lines 23-29, the conditional purchase offer database object contains such records as a description of the goods requested, delivery conditions, offer expiration date, timestamp and status). Walker et al. fail to explicitly teach the fields of date issued and date queued. However, it would have been obvious to one having ordinary skill in the computer and business arts at the time of applicant's invention to modify the request object taught by the Walker et al. reference so as to further include a date issued and date queued field to get the advantage of allowing a user to better track the status of negotiations in a contract.

As per claim 5, Walker et al. teach all of the fields including delivery promises, delivery policy, accept by, date offered and changeable (*see* column 13, lines 23-29, the conditional purchase offer database object contains such records as a description of the goods requested, delivery conditions, offer expiration date, timestamp and status). Walker et al. fail to explicitly teach the field of date offered. However, it would have been obvious to one having ordinary skill in the computer and business arts at the time of applicant's invention to modify the promise object taught by the Walker et al. reference so as to further include all the fields taught by Walker et al. and to further include a date offered field to get the advantage of allowing a user to better track the status of negotiations in a contract.

Art Unit: 2765

As per claim 7, Walker et al. teach having a plurality of fields including item requests (*see* column 32, line 4, my company wants to purchase 40 tons of steel), due (*see* column 32, line 9, deliver by August 1, 1996), max price (*see* column 32, line 10, maximum price known) and rank (*see* column 32, line 5, Grade 120). Walker et al. fail to explicitly teach the fields of a promising policy, fulfillment policy or rate start.

However, Official Notice is taken that it was old and well known in the business arts at the time of the applicant's invention for buyers to make offers attached with special conditions (i.e., promise policies) such as whether or not deliveries that cannot be made on time are acceptable for the current deal. Further, Official Notice is taken that it was old and well known in the business arts at the time of the applicant's invention for buyers to make offers with attached restrictions on how deliveries can be fulfilled (i.e., fulfillment policies), such as to deliver the contracted for items in the event that certain items are not available as requested in the offer. Furthermore, Official Notice is taken that it was old and well known in the business arts at the time of the applicant's invention for buyers to make offers with specific requests of a specific rate in which to deliver items (i.e., rate start) so that no more and no less of the contracted for items are received by the buyer.

It would have been obvious to one having ordinary skill in the business and computer arts at the time of applicant's invention to modify the Walker et al. computer implemented contract negotiating system, which includes a plurality of fields including item requests, due, max price and rank, so as to further include fields of a promising policy, fulfillment policy and rate start and to

Art Unit: 2765

assign these fields to the delivery request object to get the advantage of specifying the contract terms so that there are no questions on what a buyer is seeking to purchase or what a seller is seeking to sell. Further, all these fields are necessary in order to spell out what each party is seeking and agreeing to during the negotiation of the contract and also for tracking the status of the contract negotiations.

As per claim 8, Walker et al. teach a plurality of fields including item promises (*see* figure 2, element 267) and due (*see* column 32, line 9, deliver by August 1, 1996). Walker et al. fail to explicitly teach the fields of a delivery price, fulfillment policy or rate start.

However, Official Notice is taken that it was old and well known in the business arts at the time of the applicant's invention for buyers to make offers with attached restrictions on how deliveries can be fulfilled (i.e., fulfillment policies), such as to deliver the contracted for items in the event that certain items are not available as requested in the offer. Further, Official Notice is taken that it was old and well known in the business arts at the time of the applicant's invention for buyers to make offers with specific requests of a specific rate in which to deliver items (i.e., rate start) so that no more and no less of the contracted for items are received by the buyer. Furthermore, Official Notice is taken that it was old and well known in the business arts at the time of the applicant's application for merchants to answer a buyer's offer with either an acceptance of all or some of the buyer's terms wherein the original price offered or a new price is quoted (i.e., delivery price).

Art Unit: 2765

It would have been obvious to one having ordinary skill in the business and computer arts at the time of applicant's invention to modify the Walker et al. computer implemented contract negotiating system, which includes a plurality of fields including item promises and due, so as to further include the fields of a fulfillment policy, delivery price and rate start and to assign all the fields to the delivery promise object to get the advantage of specifying the contract terms so that there are no questions on what a buyer is seeking to purchase or what a seller is seeking to sell. Further, all these fields are necessary in order to spell out what each party is seeking and agreeing to during the negotiation of the contract and also for tracking the status of the contract negotiations.

As per claim 9, Walker et al. teach a plurality of fields including item acceptances (*see* figure 2, element 270) and due (*see* column 32, line 9, deliver by August 1, 1996). Walker et al. fail to explicitly teach the fields of a fulfillment policy or rate start.

However, Official Notice is taken that it was old and well known in the business arts at the time of the applicant's invention for buyers to make offers with attached restrictions on how deliveries can be fulfilled (i.e., fulfillment policies), such as to deliver the contracted for items in the event that certain items are not available as requested in the offer. Further, Official Notice is taken that it was old and well known in the business arts at the time of the applicant's invention for buyers to make offers with specific requests of a specific rate in which to deliver items (i.e., rate start) so that no more and no less of the contracted for items are received by the buyer.

Art Unit: 2765

It would have been obvious to one having ordinary skill in the business and computer arts at the time of applicant's invention to modify the Walker et al. computer implemented contract negotiating system, which includes a plurality of fields including item promises and due, so as to further include fields of a fulfillment policy and rate start and to assign all of the fields to the delivery acceptance object to get the advantage of specifying the contract terms so that there are no questions on what a buyer is seeking to purchase or what a seller is seeking to sell. Further, all these fields are necessary in order to spell out what each party is seeking and agreeing to during the negotiation of the contract and also for tracking the status of the contract negotiations.

As per claim 10, Walker et al. teach having a plurality of fields including configuration (*see* column 32, lines 7 and 8, class 4 slabs or class 12 ingots, alloy RT-12 or equivalent), quantity (*see* column 32, line 4, 40 tons of steel) and max price (*see* column 32, line 10, maximum price known) and rank (*see* column 32, line 5, Grade 120). Walker et al. fail to explicitly teach the field of a delivery plan.

However, Official Notice is taken that it was old and well known in the business arts at the time of the applicant's invention for buyers or sellers to formulate delivery plans to handle contingencies in product availability and delivery variances so that decisions could be made on whether or not deliveries that cannot be made on time are acceptable for the current deal, etc.

It would have been obvious to one having ordinary skill in the business and computer arts at the time of applicant's invention to modify the Walker et al. computer implemented contract negotiating system, which includes a plurality of fields including configurations, quantity and max

Art Unit: 2765

price, so as to further include the fields of a delivery plan and to assign all the fields to the item request object to get the advantage of specifying the contract terms so that there are no questions on what a buyer is seeking to purchase or what a seller is seeking to sell. Further, all these fields are necessary in order to spell out what each party is seeking and agreeing to during the negotiation of the contract and also for tracking the status of the contract negotiations.

As per claim 11, Walker et al. teach having a plurality of fields including configuration (see column 32, lines 7 and 8, class 4 slabs or class 12 ingots, alloy RT-12 or equivalent), quantity (see column 32, line 4, 40 tons of steel) and price (see column 32, line 10, price known).

It would have been obvious to one having ordinary skill in the business and computer arts at the time of applicant's invention to modify the Walker et al. computer implemented contract negotiating system, which includes a plurality of fields including configurations, quantity and price, so as to further assign all of the fields to the item promise object to get the advantage of specifying the contract terms so that there are no questions on what a buyer is seeking to purchase or what a seller is seeking to sell. Further, all these fields are necessary in order to spell out what each party is seeking and agreeing to during the negotiation of the contract and also for tracking the status of the contract negotiations.

As per claim 12, Walker et al. teach having a plurality of fields including configuration (see column 32, lines 7 and 8, class 4 slabs or class 12 ingots, alloy RT-12 or equivalent) and quantity (see column 32, line 4, 40 tons of steel).

Art Unit: 2765

It would have been obvious to one having ordinary skill in the business and computer arts at the time of applicant's invention to modify the Walker et al. computer implemented contract negotiating system, which includes a plurality of fields including configurations and quantity, so as to further assign all of the fields to the item acceptance object to get the advantage of specifying the contract terms so that there are no questions on what a buyer is seeking to purchase or what a seller is seeking to sell. Further, all these fields are necessary in order to spell out what each party is seeking and agreeing to during the negotiation of the contract and also for tracking the status of the contract negotiations.

12. Claim 16 is rejected under 35 U.S.C. 103(a) as being unpatentable over Walker et al., U.S. Patent No. 5,794,207, as applied to claim 13 above, further in view of O'Brien, W.O. Patent No. 9,729,443.

Walker et al. do not explicitly teach the problem conditions including a set of problems identified responsive to a change in data after an acceptance in an attempt to reopen the negotiation. However, O'Brien teaches responding to a change in data after an acceptance in an attempt to reopen the negotiation (*see* page 26, lines 31-33 and page 27, lines 1-4, with respect to a prior agreement, if necessary it can be "re-negotiated," depending on the mode of acknowledgment).

It would have been obvious to one having ordinary skill in the computer and business arts to implement the teachings found in Walker et al. but to slightly modify the contract negotiation system, specifically the problem conditions so as to include O'Brien's teachings of responding to a

Art Unit: 2765

change in data after an acceptance in an attempt to reopen the negotiation to get the advantage of allowing flexibility in the contract negotiation process in the event that the situation of one of the parties to the contract has changed and thus renegotiation becomes necessary.

13. Claim 17 and 18 are rejected under 35 U.S.C. 103(a) as being unpatentable over Walker et al., U.S. Patent No. 5,794,207, as applied to claim 1 above, further in view of Griffeth et al., U.S. Patent No. 5,504,837.

As per claim 17, Walker et al. teach exporting data representing the current state of a negotiation (*see* column 9, lines 5-17, potential sellers can view conditional purchase offers and may examine each one). Walker et al. do not explicitly teach exporting the data representing the current state of a negotiation to a planner-scheduler for purposes of prioritizing planning activities. However, Griffeth et al. teach a planner-scheduler for purposes of prioritizing planning activities (*see* column 13, lines 8-13, the negotiation agent queues every proposal it receives to the initiating agent).

It would have been obvious to one having ordinary skill in the computer and business arts to utilize Walker et al.'s teachings of a manner of exporting data representing the current state of a negotiation so as to incorporate Griffeth et al.'s planner-scheduler for purposes of prioritizing planning activities to get the advantage of being able to negotiate several contracts at the same time and to maximize system resources.

As per claim 18, Walker et al. teach the exported data being used to report when the buy and the seller made certain proposals and commitments (*see* column 9, lines 5-17, potential sellers

Art Unit: 2765

can view conditional purchase offers contained in the CPO database and examine each one to determine whether the offer is still good; column 13, lines 23-24, the CPO database contains the status and time a particular event in the negotiation took place).

It would have been obvious to one having ordinary skill in the computer and business arts to utilize Walker et al.'s teachings of a manner of exporting data representing the current state of a negotiation so as to inform the viewer of when a certain negotiation event took place to get the advantage of allowing a system user to track the negotiations of a contract and remain apprised of the contract's current state of negotiations.

14. Claim 20 is rejected under 35 U.S.C. 103(a) as being unpatentable over Flores et al., U.S. Patent No. 5,734,837, in view of Griffeth et al., U.S. Patent No. 5,504,837.

Flores et al. show a computer implemented process providing a framework for negotiation and tracking of sales comprising: establishing a relationship between a plurality of negotiation states (*see* column 10, lines 8-64, relationship between states); the states including a no request state (*see* column 10, line 19, tables Ia and table Ib, other valid trigger states: none), a requested state (*see* column 10, line 23, request), a promised state (*see* column 10, line 32, agree), a countered state (*see* column 10, line 25, counteroffer) and an accepted state (*see* column 10, line 41, acceptance); identifying an action by a negotiating party as being an action selected from the group consisting of a request action (*see* column 11, lines 3-5, request trigger acts such as agree to counter-offer, decline, etc.), a promise action (*see* column 11, line 20, agree to offer), a delete action (*see* column 11, line 13, cancel) and an acceptance action (*see* column 11, line 13,

Art Unit: 2765

acceptance); moving between the negotiation states responsive to the action identified (*see* columns 10 and 11, table Ib); storing data representing the current state of the negotiation (*see* column 5, lines 20-23, the transactions database contains the history of completed workflows and workflows-in-progress which are used to determine new workflow states and available actions).

Flores et al. do not explicitly show a queue request action or a queued state. However, Griffeth et al. teach the concept of queuing negotiations (*see* column 13, lines 8-13, the negotiation agent queues every proposal it receives to the initiating agent). It would have been obvious to one having ordinary skill in the business and computer arts at the time of applicant's invention to modify Flores et al.'s computer implemented process for the negotiation and tracking of sales, specifically the aspects of negotiation state conditions and actions, to further incorporate Griffeth et al.'s concept of queuing so as to include a queue request action and a resulting queued state to get the advantage of being able to negotiate and track several contracts at the same time and to maximize system resources.

Conclusion

15. The prior art made of record and not relied upon is considered pertinent to applicant's disclosure:

- Micali, U.S. Patent No. 5,615,269, teaches an electronic communication method between a first party and a second party for enabling electronic transactions.

Art Unit: 2765

- Sloo, W.O. Patent No. 9,704,410, teaches an apparatus and method for facilitating the negotiation of contracts, allowing two or more parties to negotiate a contract over a network and creating a data record of the terms.
- Hurwitz, U.S. Patent No. 5,884,041, teaches a method and apparatus for monitoring a contract auto-negotiation process.
- Yamamoto et al., U.S. Patent No. 5,508,913, teach an electronic dealing system which performs foreign exchange transactions among banks by matching terms of sale and terms of purchase.

16. Any inquiry concerning this communication or earlier communications from the examiner should be directed to John Campa whose telephone number is (703) 305-1382. The examiner normally may be reached Monday-Thursday from 7:30 AM to 6:00 PM.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Allen MacDonald, may be reached at (703) 305-9708.

The fax number for Formal or Official faxes to Technology Center 2700 is (703) 308-9051 or 9052. Draft or Informal faxes for this Art Unit may be submitted to (703) 305-0040.

Any inquiry of a general nature or relating to the status of this application should be directed to the Group receptionist whose telephone number is (703) 305-3900.



ALLEN R. MACDONALD
SUPERVISORY PATENT EXAMINER